

JUDGE WOOD

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

12 CIV 6646

CAPITOL RECORDS, LLC d/b/a EMI MUSIC
NORTH AMERICA,

Plaintiff,

- against -

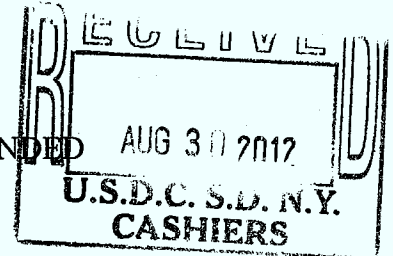
ESCAPE MEDIA GROUP, INC.,

Defendant.

Index No.

COMPLAINT

JURY TRIAL DEMANDED



Plaintiff Capitol Records, LLC d/b/a EMI Music North America ("Plaintiff" or "EMI"), by its attorneys, Pryor Cashman LLP, for its Complaint against defendant Escape Media Group, Inc. ("Defendant"), alleges as follows:

NATURE OF ACTION

1. This is an action for copyright infringement, breach of contract, unjust enrichment, unfair competition and infringement of state common law copyrights in sound recordings recorded prior to February 15, 1972 ("Pre-1972 Recordings").

2. Plaintiff is the owner and/or exclusive United States licensee of the rights in sound recordings, including both Pre-1972 Recordings which are protected by state common law copyright and sound recordings first fixed on and after February 15, 1972 ("Federal Copyright Protected Recordings"), and including audio-visual works embodying such recordings (collectively, the "EMI Recordings"). The EMI Recordings include some of the most popular, successful, and valuable recordings ever created, including recordings by The Beatles, The Beach Boys, Pink Floyd, David Bowie, Queen, Coldplay, Radiohead, Tina Turner, Sarah Brightman, Norah Jones, Lady Antebellum and Katy Perry. Sample lists of EMI Recordings, including a list of the Pre-1972 Recordings and a list of the Federal Copyright Protected

Recordings (including the copyright registration numbers for the Federal Copyright Protected Recordings), that are being unlawfully exploited by the Defendant in violation of Plaintiff's copyrights, in breach of contract and in violation of other rights, to the extent that Plaintiff has discovered such unlawful exploitation to date, are attached hereto as Exhibit A and B, respectively.

3. Defendant owns and operates an Internet and mobile digital music service branded "Grooveshark" (the "Grooveshark Service"). At all relevant times, Defendant has operated the Grooveshark Service through various websites owned and operated by Defendant, including www.grooveshark.com, www.tinysong.com and www.twisten.fm. Defendant has, through the Grooveshark Service, reproduced and distributed, and has permitted and enabled others to reproduce and distribute, audio and video content, including EMI Recordings.

4. Prior to September 24, 2009, EMI commenced a lawsuit against Defendant in the United States District Court for the Southern District of New York (Index No. 09-CIV-4458 LMM), hereinafter the "Lawsuit," in which EMI asserted claims relating to Defendant's alleged unauthorized exploitation of numerous EMI Recordings.

5. As of September 24, 2009, EMI entered into an agreement with Defendant titled "Settlement Agreement and Mutual Release" (the "Settlement Agreement"), by which the parties settled the claims in the Lawsuit respecting Defendant's unauthorized exploitation of EMI Recordings occurring on the Grooveshark Service prior to the effective date of the Settlement Agreement. The Settlement Agreement expressly provided that from and after the effective date, Defendant "shall not allow the copying, reproduction, distribution, public performance, and/or other exploitation of EMI Recordings on, via, and/or in connection with the Grooveshark Sites ... except pursuant to a valid, binding agreement allowing such copying, reproduction, distribution,

public performance, and/or other exploitation of EMI Recordings (an ‘EMI Content Agreement’), in accordance with the terms of such EMI Content Agreement.”

6. On or about the same day (and effective as of September 24, 2009), Defendant entered into a “Digital Distribution Agreement” with EMI Music Marketing, a division of Plaintiff Capitol Records, LLC (the “Distribution Agreement”). Pursuant to the Distribution Agreement, EMI granted to Defendant the right to distribute EMI Recordings, including Pre-1972 Recordings, solely as embodied in digital streams (“Streams”) in accordance with Product Schedule F.1.

7. EMI granted such rights to Defendant in exchange for certain monthly payments, as set forth in the Distribution Agreement. Defendant was to furnish to EMI both monthly accounting statements and weekly exploitation reports (collectively, and as defined in the Distribution Agreement, “Sales Reports”), in compliance with the detailed reporting guidelines set forth in the Distribution Agreement.

8. During the term of the Distribution Agreement (which had an original term of thirty (30) months), on at least two separate occasions, EMI asserted that Defendant was in breach of the Distribution Agreement based upon, *inter alia*, Defendant’s exploitation of EMI Recordings that were not authorized pursuant to the terms of the Distribution Agreement and Defendant’s failure to properly account to EMI in accordance with the terms of the Distribution Agreement. To resolve such claims, EMI and Defendant entered into both First and Second Amendments to the Settlement and Distribution Agreements which, in part, provided for certain specified payments by Defendant and extended the term of the Distribution Agreement through September 30, 2012.

9. Despite having just resolved EMI's prior claims of breach in the Second Amendment to the Settlement and Distribution Agreements as of November 29, 2012, Defendant almost immediately proceeded to again breach the Distribution Agreement by failing to properly pay the monthly payments due under the Distribution Agreement for the months of November and December 2011 for exploitations of EMI Recordings occurring on or via the Grooves shark Service, within twenty (20) days of the end of the month, as required under Paragraph 8.1(a) of the Distribution Agreement, and also by failing to even provide the Sales Reports for December 2011.

10. Pursuant to and in compliance with Paragraph 13.1 of the Distribution Agreement, EMI sent Defendant a notice of breach letter dated January 25, 2012. In accordance with Paragraph 13.1, Defendant thereafter had ten (10) days to cure its breach. Not only did Defendant fail to fully cure its breach, it committed additional breaches by failing to make payments or provide Sales Reports for the months of January and February 2012 (as well as failing to pay and provide the Sales Report for its exploitation of EMI Recordings in March prior to the termination date referred to below).

11. Based on the foregoing material breaches of the Distribution Agreement, in accordance with paragraph 13.1 of the Distribution Agreement, EMI terminated the Distribution Agreement by letter dated March 22, 2012, effective immediately.

12. In accordance with Paragraph 13.3 of the Distribution Agreement, upon termination of the Distribution Agreement, Defendant was immediately required to cease any exploitation of EMI Recordings, destroy any EMI content and Confidential Information in its possession and to pay all amounts and deliver all Sales Reports due under the Distribution Agreement.

13. In addition, consistent with the specific restrictions and limitations of the Settlement Agreement, pursuant to which Defendant agreed that it would not “allow the copying, reproduction, distribution, public performance, and/or other exploitation of EMI Recordings on, via, and/or in connection with the Groovespark Sites” except in accordance with an EMI Content Agreement (i.e. pursuant to the Distribution Agreement), Defendant had no further right to permit any EMI Recording, regardless of source of such recordings, to be exploited because of the termination of the Distribution Agreement.

14. Notwithstanding EMI’s termination of the Distribution Agreement and notwithstanding Defendant’s obligations under Paragraph 13.3 thereof, Defendant has failed and refused to pay or account to EMI for Defendant’s exploitations of EMI Recordings under the Distribution Agreement from December 2011 through the March 22, 2012 termination date.

15. Despite EMI’s termination of the Distribution Agreement and in flagrant disregard of its obligations under Paragraph 13.3 to immediately cease any exploitation of EMI Recordings, and in violation of EMI’s copyrights in and to the EMI Recordings (both the Pre-1972 Recordings and the Federal Copyright Protected Recordings) and in breach of the requirements of the Settlement Agreement, in addition to failing and refusing to account to and pay EMI for its exploitation of EMI Recordings from November 2011 through March 2012, Defendant continued and continues to this day to exploit (and to permit, encourage, enable and contribute to the unauthorized exploitation of) EMI Recordings on or via its Groovespark Service.

16. In addition to being in patent violation of Paragraph 13.3 of the Distribution Agreement as well as Paragraph 4.4 of the Distribution Agreement, such unauthorized exploitation is in breach of the Settlement Agreement, which provides that Defendant may not

exploit or permit the exploitation of any EMI Recordings on or via the Grooves shark Service other than pursuant to and in accordance with the terms of a valid EMI Content Agreement, which, by virtue of EMI's termination of the Distribution Agreement, no longer permits Defendant to exploit any EMI Recording.

17. Defendant's unauthorized exploitation of EMI's Recordings after the termination of the Distribution Agreement also constitutes willful common law and Federal copyright law infringement of EMI's rights in and to the Pre-1972 Recordings and the Federal Copyright Protected Recordings.

18. In addition to being in flagrant breach of both the Distribution Agreement and the Settlement Agreement and constituting willful copyright infringement of EMI's common law copyrights in its Pre-1972 Recordings and federal copyright in its Federal Copyright Protected Recordings, Defendant's continued exploitation of EMI Recordings absent a valid EMI Content Agreement or other authority from EMI also constitutes unjust enrichment. By exploiting (and by permitting, encouraging, enabling and contributing to the exploitation of) EMI Recordings on the Grooves shark Service without a valid EMI Content Agreement, Defendant has unjustly enriched itself by arrogating to itself all of the financial and other benefits of EMI's valuable intellectual property rights without any payment whatsoever to EMI or its artists.

19. Finally, the continued exploitation of EMI's Pre-1972 Recordings on and via the Grooves shark Service after the termination of the Distribution Agreement is unauthorized and violates EMI's common law copyright rights in such Pre-1972 Recordings under New York State law. Pre-1972 Recordings are subject to protection under state law, and are not subject to or governed by the federal Copyright Act. Defendant's infringement of EMI's common law

copyrights in Pre-1972 Recordings and its breach of the Settlement Agreement and Distribution Agreement are matters properly addressed to this Court as pendant claims.

THE PARTIES

20. Plaintiff Capitol Records, LLC d/b/a EMI Music North America is a limited liability company duly organized and existing under the laws of the State of Delaware with its principal place of business in New York County in the State of New York.

21. Defendant is a Delaware corporation with offices in Gainesville, Florida, Denver, Colorado and New York City.

JURISDICTION AND VENUE

22. This is a civil action seeking, *inter alia*, damages and injunctive relief for copyright infringement under the Copyright Act, 17 U.S.C. §101 *et. seq*; and for breach of contract, unjust enrichment and unfair competition, as well as compensatory damages and attorneys' fees for breach of contract.

23. This Court has original subject matter jurisdiction over this action under 28 U.S.C. §§ 1331 and 1338(a) and over the state law claims based upon pendant jurisdiction.

24. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b) and (c) and/or 1400(a).

25. This Court has personal jurisdiction over Defendant pursuant to New York Civil Practice Law and Rules ("CPLR") §302(a)(1), (2) and/or (3) in that Defendant is committing acts of copyright infringement, contracting to supply goods and services in New York in connection with the matters giving rise to this suit and has entered into contracts and other arrangements with residents of New York which enable New York residents to access music files embodying EMI Recordings by, *inter alia*, offering for sale, advertising and selling and/or allowing the copying, reproduction, distribution and/or other exploitation of the EMI Recordings to New York

residents. In addition, Defendant has also agreed to the jurisdiction of this Court in the Settlement Agreement and Distribution Agreement at issue herein.

26. The Distribution Agreement and the Settlement Agreement are each expressly governed by New York law, and in each agreement Defendant expressly consents to the exclusive jurisdiction of the state and federal courts located in New York County, New York for the adjudication of any disputes arising out of or relating to those agreements.

27. In fact, the Groovespark Service's terms of use state that the relationship between Defendant and its users "shall be governed by the laws of the State of New York without regard to its conflict of law provisions. You and [Defendant] agree to submit to the personal and exclusive jurisdiction of the courts located within the State and County of New York."

28. This Court also has personal jurisdiction over Defendant pursuant to CPLR § 301 in that Defendant, acting alone and in concert, does systematic and continuous business in this judicial district, and Plaintiff does business and is suffering harm in this judicial district. Defendant is registered to do business in New York and maintains an office at 254 West 31st Street, New York, New York 10001.

AS AND FOR A FIRST CLAIM
(Copyright Infringement)

29. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 28 above as if more fully set forth herein.

30. The Federal Copyright Protected Recordings are original works, copyrightable and copyrighted under 17 U.S.C. § 102. Capitol Records is the owner and/or exclusive U.S. licensee, of the copyrights in and to the Federal Copyright Protected Recordings. As such, Plaintiff has the exclusive rights under copyright to, *inter alia*, manufacture, sell, license, lease and otherwise exploit the Federal Copyright Protected Recordings in phonorecords or digital or

other format, to prepare derivative works based on the Federal Copyright Protected Recordings, and to publicly perform the Recordings. 17 U.S.C. § 106.

31. Having entered into the Settlement Agreement after having been sued by EMI for its unauthorized exploitation of EMI Recordings and having agreed in the Settlement Agreement that it cannot and will not exploit or permit the exploitation any EMI Recordings without having a valid EMI Content Agreement in place, Defendant is fully aware that, without the Distribution Agreement, Defendant neither can itself exploit the EMI Recordings nor can it permit others to exploit the EMI Recordings on its Grooves shark Service, which is why the Settlement Agreement and the Distribution Agreement were contemporaneous and linked. Absent such authority – which authority ceased upon EMI’s termination of the Distribution Agreement on March 22, 2012 – the exploitation of EMI Recordings, whether those supplied directly by EMI to Defendant under the Distribution Agreement or supplied by others to Defendant, on or via the Grooves shark Service constitutes copyright infringement.

32. Since EMI’s termination of the Distribution Agreement – and despite Defendant’s express agreement in the Settlement Agreement that it would “not allow the copying, reproduction, distribution, public performance, and/or other exploitation of EMI Recordings on, via, and/or in connection with the Grooves shark Sites . . . except pursuant to a valid, binding [EMI Content Agreement]” – Defendant has nevertheless continued to reproduce and distribute the Federal Copyright Protected Recordings, and to permit, enable, encourage and contribute to the reproduction and distribution by others of the Federal Copyright Protected Recordings, in violation of EMI’s exclusive rights, including in the following ways:

(i) Using its own proprietary software application known as “Sharklet,” Defendant enables and encourages its users to “upload” digital copies of the EMI Recordings. Defendant

then scans the uploaded files for “song information” including the name of the song and the artist, and reproduces the file from the user’s computer and stores it on its own servers, for further distribution to, and reproduction by, its users. Thereafter, any user of the Grooveshark Service who wants to obtain a copy of that EMI Recording can simply type the name of the song or artist and Defendant will provide a list of the music files in the Grooveshark library matching those terms.

(ii) When a user clicks on a particular EMI Recording from the search results provided by Defendant, a digital copy of that recording is distributed by Defendant from its servers to the user’s personal computer, where yet another copy is made and streamed for the user to listen to.

33. As a result of the unauthorized reproduction and distribution by Defendant, users of the Grooveshark Service can obtain copies of many of the EMI Recordings almost instantaneously. Indeed, Defendant has openly promoted its Grooveshark Service as providing users the ability to “find any song in the world and listen to it instantly.” Defendant’s website invites users to “sign up for a Grooveshark account and begin listening to millions of tracks for free.”

34. Defendant also enables users to distribute EMI Recordings to other users and make still more copies via Defendant’s tinysong.com website, which Defendant describes as “[t]he coolest and quickest way to get links to any song in the world” and to “share the links with friends via Twitter, Facebook, Tumblr, e-mail or StumbleUpon right here.”

35. Defendant financially benefits from the EMI Recordings that it is exploiting on and via the Grooveshark Service by selling advertising on the Grooveshark websites.

36. Defendant also financially benefits from the EMI Recordings by selling to users an “ad-free” version of the Grooveshark Service called “Grooveshark Plus” for \$6 a month.

37. Defendant also financially benefits from the EMI Recordings by providing to users a “Grooveshark Anywhere” pay service, through which a user can, for \$9 a month, have any recording, including any EMI Recording that is reproduced on Grooveshark’s servers distributed to his or her mobile phone.

38. Defendant is not entitled to invoke the “Safe Harbor” of the Digital Millennium Copyright Act because it specifically agreed in the Settlement Agreement and Distribution Agreement that it would not permit or allow the exploitation of any EMI Recordings unless there was an EMI Content Agreement in place. Upon the termination of the Distribution Agreement, in accordance with its specific agreement in the Settlement Agreement – an agreement entered into, along with the Distribution Agreement to specifically resolve Defendant’s past unauthorized exploitation of EMI Recordings, EMI Recordings could no longer be exploited on Defendant’s service and Defendant did not require any notification of the unauthorized exploitation of EMI Recordings because Defendant already knew they were unauthorized.

39. The reproduction and distribution by Defendant of unauthorized copies of the Federal Copyright Protected Recordings, including but not limited to those listed in Exhibit B, constitute infringement of EMI’s copyrights in those recordings.

40. By knowingly encouraging, contributing to, enabling and inducing the reproduction and distribution by its users of EMI Recordings, and by financially benefitting therefrom, Defendant has contributed to or induced, and/or is vicariously liable for, the infringement of its users, in violation of EMI’s copyrights in the Federal Copyright Protected Recordings.

41. As a direct and proximate result of Defendant’s willful, wanton, and reckless tortious conduct, EMI is entitled to damages and Defendant’s profits in amounts to be proven at

trial, which are not currently ascertainable. If necessary, EMI will seek leave to amend this Complaint to state the full amount of such damages and profits when such amounts have been ascertained.

42. Alternatively, EMI is entitled to the maximum statutory damages in the amount of \$150,000 with respect to each work infringed, or for such other amounts as may be proper under 17 U.S.C. §504(c).

43. EMI is further entitled to attorneys' fees and costs pursuant to 17 U.S.C. §505.

44. Defendant's conduct has caused, and unless enjoined by this Court will continue to cause, EMI irreparable injury that cannot be fully compensated or measured in money damages, and for which EMI has no adequate remedy at law, thus entitling it to injunctive relief prohibiting defendant from further violating plaintiff's rights in the EMI Recordings.

45. Pursuant to Paragraph 14.12 of the Distribution Agreement, Defendant acknowledged that "any unauthorized exploitation of the EMI Content or other EMI Intellectual Property constitutes an infringement" and, therein, Defendant agreed that EMI would be entitled to injunctive relief against such unauthorized exploitation.

AS AND FOR A SECOND CLAIM
(Breach of Distribution Agreement)

46. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 45 above as if more fully set forth herein

47. Defendant entered into the Digital Distribution Agreement with EMI Music Marketing, a division of Plaintiff Capitol Records, LLC, effective as of September 24, 2009.

48. Pursuant to the Distribution Agreement, EMI granted to Defendant the right to distribute EMI Recordings, including Pre-1972 Recordings and Federal Copyright Protected Recordings, as embodied in the Streams, in exchange for certain monthly payments, as set forth

in the Distribution Agreement. Defendant was also to furnish Sales Reports, in compliance with the detailed reporting guidelines set forth in the Distribution Agreement and in accordance with the requirements of Exhibit 2 to the Distribution Agreement.

49. Defendant failed to make all of the monthly payments due under the Distribution Agreement for exploitations of EMI Recordings occurring on or via the Groovespark Service for the months of December 2011 through March 22, 2012.

50. Defendant also failed to provide any of the required Sales Reports for the months of December 2011 through March 22, 2012 in breach of the explicit requirements of Exhibit 2 to the Distribution Agreement.

51. Defendant's failure to make payments and provide Sales Reports constitutes a material breach of the Distribution Agreement and entitled EMI to terminate the Distribution Agreement.

52. As a result of Defendant's breach, EMI has been damaged in an amount no less than the payments due to EMI under the Distribution Agreement, the precise amount to be determined at trial, plus interest at the contractual rate of 18% per annum pursuant to Paragraph 8.2 of the Distribution Agreement until the date payment is made.

53. Pursuant to Paragraph 2(d) of Exhibit 2 of the Distribution Agreement, Defendant agreed that, "in the event that a court in a civil action finds that [Defendant] has failed to pay or has underpaid to EMI any amounts that were due from [Defendant] to EMI hereunder, then in addition to paying such underpaid amounts, interest thereon and any other damages awarded in such an action to EMI, [Defendant] shall also pay to EMI the reasonable attorneys fees and costs incurred by EMI in connection with such civil action, and [Defendant] consents to the award of

such attorneys fees in such a civil action.” Accordingly, EMI is also entitled to its reasonable costs and attorneys’ fees pursuant to the Distribution Agreement.

AS AND FOR A THIRD CLAIM
(Breach of Settlement Agreement)

54. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 53 above as if more fully set forth herein.

55. Defendant entered into the Settlement Agreement with EMI effective as of September 24, 2009.

56. In Paragraph 1.1 of the Settlement Agreement, Defendant agreed that from and after the effective date, it would “not allow the copying, reproduction, distribution, public performance, and/or other exploitation of EMI Recordings on, via, and/or in connection with the Grooveshark Sites . . . except pursuant to a valid, binding agreement allowing such copying, reproduction, distribution, public performance, and/or other exploitation of EMI Recordings (an ‘EMI Content Agreement’), in accordance with the terms of such EMI Content Agreement.”

57. By letter dated March 22, 2012, EMI validly terminated the Distribution Agreement, effective that date.

58. By continuing to exploit or permit the exploitation of EMI Recordings on or via the Grooveshark Service subsequent to EMI’s valid termination of the Distribution Agreement on March 22, 2012, Defendant has breached paragraph 1.1 of the Settlement Agreement.

59. As a result of Defendant’s breach, EMI has been damaged in an amount to be determined at trial, plus interest.

60. Pursuant to Paragraph 10.12 of the Settlement Agreement, Defendant agreed that, in the event of an action by EMI to enforce the payment provisions of the Settlement Agreement, “the prevailing party shall be entitled to recover its reasonable attorneys’ fees and costs.”

Accordingly, EMI is also entitled to reimbursement of its reasonable costs and attorneys' fees pursuant to the Settlement Agreement.

AS AND FOR A FOURTH CLAIM
(Unjust Enrichment)

61. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 60 above as if more fully set forth herein.

62. Defendant exploited or permitted the exploitation of the EMI Recordings on or via the Groovespark Service without paying EMI under the Settlement Agreement and Distribution Agreement.

63. Defendant has continued and continues to exploit or to permit the exploitation of EMI Recordings on or via the Groovespark Service even after EMI properly terminated the Distribution Agreement pursuant to paragraph 13.1 thereof effective March 22, 2012.

64. The agreed upon value for those exploitations are the payments set forth in the Distribution Agreement.

65. Defendant has not paid EMI for the benefit of EMI's rights in the EMI Recordings, but has retained all of the revenues and other benefits received from exploiting those rights.

66. Defendant has been enriched unjustly in an amount no less than the payments due under the Distribution Agreement, which value is equal to the amount of EMI's loss. Accordingly, Defendant is indebted to EMI, the precise amount to be determined at trial, plus interest.

AS AND FOR A FIFTH CLAIM
(Unfair Competition)

67. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 66 above as if more fully set forth herein.

68. Defendant has failed to pay EMI for the benefit of EMI's rights in the EMI Recordings. Defendant has, nevertheless, simply appropriated the commercial value of the EMI Recordings, by unfairly and directly competing with EMI's exploitation, distribution and sale of the EMI Recordings.

69. By continuing to exploit or to permit the exploitation of EMI Recordings on or via the Grooves shark Service, Defendant has wrongfully taken for itself the value of EMI's financial and creative investments. Defendant's unauthorized exploitation of the EMI Recordings is likely to cause confusion, mistake or deception as to the source, sponsorship, affiliation or connection between EMI and Defendant.

70. Defendant's conduct constitutes a misappropriation of EMI's rights in and to the EMI Recordings, and constitutes misappropriation and unfair competition under New York law.

71. As a direct and proximate result of Defendant's conduct described herein, EMI is entitled to receive an amount no less than the payments due under the Distribution Agreement, which value is equal to the amount of EMI's loss. Accordingly, Defendant is indebted to EMI, the precise amount to be determined at trial, plus interest.

72. As a direct and proximate result of Defendant's conduct described herein, EMI is also entitled to receive an award of punitive damages, in an amount to be determined at trial.

AS AND FOR A SIXTH CLAIM
(Direct, Contributory, Induced, and Vicarious
Common Law Copyright Infringement)

73. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 72 above as if more fully set forth herein.

74. The Pre-1972 Recordings are unique intellectual property subject to common law copyright protection under the law of the State of New York.

75. As the owner or exclusive licensee of valid common law copyrights in and to the Pre-1972 Recordings, EMI possesses the exclusive rights to manufacture, copy, sell, distribute, and otherwise exploit the Pre-1972 Recordings, and license, or refrain from licensing, others to do so.

76. As set forth in detail in Paragraph 31 through 39 above, the reproduction and distribution by Defendant of unauthorized copies of the Pre-1972 Recordings, including but not limited to those listed in Exhibit A, constitute infringement of EMI's common law copyrights in those recordings.

77. By knowingly encouraging, contributing to, enabling and inducing the reproduction and distribution by its users of Pre-1972 Recordings, and by financially benefitting therefrom, Defendant has contributed to or induced, and/or is vicariously liable for, the infringement of its users, in violation of EMI's common law copyrights in the Pre-1972 Recordings.

78. As a direct and proximate result of Defendant's willful, wanton, and reckless tortious conduct, EMI is entitled to compensatory and punitive damages in such amounts as proven at trial.

79. Defendant's conduct has caused, and unless enjoined by this Court will continue to cause, EMI irreparable injury that cannot be fully compensated or measured in money damages, and for which EMI has no adequate remedy at law, thus entitling it to injunctive relief prohibiting Defendant from further violating Plaintiff's rights in the Pre-1972 Recordings.

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

1. On its First Claim for Relief against Defendant, damages in an amount to be determined at trial, plus interest, plus attorneys' fees, costs and injunctive relief;
2. On its Second Claim for Relief against Defendant, damages in an amount to be determined at trial, plus interest and reimbursement of costs and attorneys' fees as provided in the Distribution Agreement;
3. On its Third Claim for Relief against Defendant, an order requiring Defendant to account to Plaintiff for all payments and other monies arising from Defendant's exploitation of the rights granted by EMI to Defendant pursuant to the Distribution Agreement, including providing all information required for Plaintiff to calculate payments at the rates set forth in the Distribution Agreement, plus reimbursement of costs and attorneys' fees as provided in the Settlement Agreement;
4. On its Fourth Claim for Relief against Defendant, damages in an amount to be determined at trial, plus interest;
5. On its Fifth Claim for Relief against Defendant, damages in an amount to be determined at trial, plus interest; and
6. On its Sixth Claim for Relief against Defendant, damages in an amount to be determined at trial, plus interest and injunctive relief; and

7. An award of such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 30, 2012

PRYOR CASHMAN LLP

By: 

Donald S. Zakarin

Ilene S. Farkas

Frank P. Scibilia

7 Times Square

New York, New York 10036-6569

(212) 421-4100

Attorneys for Plaintiff

EXHIBIT A

ARTIST	TRACK	URL
1 Pink Floyd	Astronomy Domine	http://grooveshark.com/#1/s/Astronomy+Domine/4LPuI?src=5
2 Pink Floyd	Flaming	http://grooveshark.com/#1/s/Flaming/4LP3?src=5
3 Pink Floyd	Interstellar Overdrive	http://grooveshark.com/#1/s/Interstellar+Overdrive/4LPBn3?src=5
4 Pink Floyd	Lucifer Sam	http://grooveshark.com/#1/s/Lucifer+Sam/4LPiG3?src=5
5 Pink Floyd	Matilda Mother	http://grooveshark.com/#1/s/Matilda+Mother/4LPnG3?src=5
6 Pink Floyd	Part Four (Sysphus)	http://grooveshark.com/#1/s/4YvuwC?src=5
7 Pink Floyd	Part One (Sysphus)	http://grooveshark.com/#1/s/34YvuwN?src=5
8 Pink Floyd	Part Three (The Narrow Way)	http://grooveshark.com/#1/s/34YvuwN?src=5
9 Pink Floyd	Part Two (The Narrow Way)	http://grooveshark.com/#1/s/34YvuwN?src=5
10 Pink Floyd	Pow R. Toc H.	http://grooveshark.com/#1/s/Pow+R+Toc+H/4LPQ3?src=5
11 Pink Floyd	Take Up Thy Stethoscope and Walk	http://grooveshark.com/#1/s/4LPQ3?src=5
12 Pink Floyd	The Gnome	http://grooveshark.com/#1/s/4LPQ3?src=5
13 The Beatles	A Day In The Life	http://grooveshark.com/#1/s/4LPQ3?src=5
14 The Beatles	Across The Universe	http://grooveshark.com/#1/s/4LPQ3?src=5
15 The Beatles	All You Need Is Love	http://grooveshark.com/#1/s/4LPQ3?src=5
16 The Beatles	And I Love Her	http://grooveshark.com/#1/s/4LPQ3?src=5
17 The Beatles	Ask Me Why	http://grooveshark.com/#1/s/4LPQ3?src=5
18 The Beatles	Back In The USSR	http://grooveshark.com/#1/s/4LPQ3?src=5
19 The Beatles	Blackbird	http://grooveshark.com/#1/s/4LPQ3?src=5
20 The Beatles	Come Together	http://grooveshark.com/#1/s/4LPQ3?src=5
21 The Beatles	Do You Want To Know A Secret	http://grooveshark.com/#1/s/4LPQ3?src=5
22 The Beatles	Eleanor Rigby	http://grooveshark.com/#1/s/4LPQ3?src=5
23 The Beatles	For No One	http://grooveshark.com/#1/s/4LPQ3?src=5
24 The Beatles	Get Back	http://grooveshark.com/#1/s/4LPQ3?src=5
25 The Beatles	Hello Goodbye	http://grooveshark.com/#1/s/4LPQ3?src=5
26 The Beatles	Here Comes The Sun	http://grooveshark.com/#1/s/4LPQ3?src=5
27 The Beatles	Here There And Everywhere	http://grooveshark.com/#1/s/4LPQ3?src=5
28 The Beatles	Hey Jude	http://grooveshark.com/#1/s/4LPQ3?src=5
29 The Beatles	I Am the Walrus	http://grooveshark.com/#1/s/4LPQ3?src=5
30 The Beatles	I Me Mine	http://grooveshark.com/#1/s/4LPQ3?src=5
31 The Beatles	Lady Madonna	http://grooveshark.com/#1/s/4LPQ3?src=5
32 The Beatles	Let It Be	http://grooveshark.com/#1/s/4LPQ3?src=5
33 The Beatles	Love Me Do	http://grooveshark.com/#1/s/4LPQ3?src=5
34 The Beatles	Lucy In The Sky With Diamonds	http://grooveshark.com/#1/s/4LPQ3?src=5
35 The Beatles	Magical Mystery Tour	http://grooveshark.com/#1/s/4LPQ3?src=5
36 The Beatles	Michelle	http://grooveshark.com/#1/s/4LPQ3?src=5
37 The Beatles	Norwegian Wood	http://grooveshark.com/#1/s/4LPQ3?src=5
38 The Beatles	Nowhere Man	http://grooveshark.com/#1/s/4LPQ3?src=5
39 The Beatles	Octopus' Garden	http://grooveshark.com/#1/s/4LPQ3?src=5
40 The Beatles	Penny Lane	http://grooveshark.com/#1/s/4LPQ3?src=5
41 The Beatles	Please Please Me	http://grooveshark.com/#1/s/4LPQ3?src=5
42 The Beatles	Sgt. Pepper's Lonely Hearts Club Band	http://grooveshark.com/#1/s/4LPQ3?src=5
43 The Beatles	She's Leaving Home	http://grooveshark.com/#1/s/4LPQ3?src=5
44 The Beatles	Something	http://grooveshark.com/#1/s/4LPQ3?src=5
45 The Beatles	Strawberry Fields	http://grooveshark.com/#1/s/4LPQ3?src=5
46 The Beatles	The Fool On The Hill	http://grooveshark.com/#1/s/4LPQ3?src=5
47 The Beatles	The Long And Winding Road	http://grooveshark.com/#1/s/4LPQ3?src=5
48 The Beatles	Til There Was You	http://grooveshark.com/#1/s/4LPQ3?src=5
49 The Beatles	Twist & Shout	http://grooveshark.com/#1/s/4LPQ3?src=5
50 The Beatles	While My Guitar Gently Weeps	http://grooveshark.com/#1/s/4LPQ3?src=5
51 The Beatles	With A Little Help From My Friends	http://grooveshark.com/#1/s/4LPQ3?src=5
52 The Beatles	Yesterday	http://grooveshark.com/#1/s/4LPQ3?src=5

EXHIBIT B

ARTIST	TRACK	ALBUM	SR	URL
1. Blur	Bugman	13	SR175172	http://groovespark.com/#1/s/Bugman/4xkHZE3src=5
2. Blur	Coffee & TV	13	SR175172	http://groovespark.com/#1/s/Coffee+And+TV/4AMWQ3src=5
3. Blur	Swamp Song	13	SR175172	http://groovespark.com/#1/s/Swamp+Song/4zkIBF3src=5
4. Blur	1992	13	SR175172	http://groovespark.com/#1/s/1992/4VE9V23src=5
5. Blur	BLUEMI	13	SR175172	http://groovespark.com/#1/s/Blue+Mi/4BtLU+R+EM+H/4zkIN73src=5
6. Blur	Battle	13	SR175172	http://groovespark.com/#1/s/Battle/4xkHZE3src=5
7. Blur	Mellow Song	13	SR175172	http://groovespark.com/#1/s/Mellow+Song/4zkHVE73src=5
8. Blur	Trailerpark	13	SR175172	http://groovespark.com/#1/s/Trailerpark/4xkHZE3src=5
9. Blur	Caramel	13	SR175172	http://groovespark.com/#1/s/Caramel/4xkHVE73src=5
10. Blur	Trimmm Trabb	13	SR175172	http://groovespark.com/#1/s/Trimmm+Trabb/4xkHZE3src=5
11. Blur	No Distance Left To Run	13	SR175172	http://groovespark.com/#1/s/No+Distance+Left+To+Run/4VE9K73src=5
12. Blur	Optigan 1	13	SR175172	http://groovespark.com/#1/s/Optigan1/4B83s73src=5
13. Blur	Song 2	Blur	SR231938	http://groovespark.com/#1/s/Song+2/3YW+8U73src=5
14. Blur	Advert	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Advert/4z2LW973src=5
15. Blur	Pressure on Julian	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Pressure+On+Julian/4z3LAQ73src=5
16. Blur	Star Shaped	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Star+Shaped/4z3LSM73src=5
17. Blur	Blue Jeans	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Blue+Jeans/4z3ZAK73src=5
18. Blur	Chemical World	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Chemical+World/4z3LVN73src=5
19. Blur	Intermission	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Intermission/4z3nP73src=5
20. Blur	Oily Water	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Oily+Water/4z3ZNV73src=5
21. Blur	Villa Rosie	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Villa+Rosie/4z3ZNV73src=5
22. Blur	Turn It Up	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Turn+It+Up/4z3ZNV73src=5
23. Blur	Resigned / Commercial Break	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Resigned+Commercial+Break/4z3LEU73src=5
24. Blur	Young And Lovely	Modern Life Is Rubbish	SR345280	http://groovespark.com/#1/s/Young+And+Lovely/4C9NG73src=5
25. Blur	Tracy Jacks	Parklife	SR345517	http://groovespark.com/#1/s/Tracy+Jacks/4z3pU73src=5
26. Blur	End of a Century	Parklife	SR345517	http://groovespark.com/#1/s/End+Of+A+Century/4z3pU73src=5
27. Blur	Parklife	Parklife	SR345517	http://groovespark.com/#1/s/Parklife/4z3pU73src=5
28. Blur	Bank Holiday	Parklife	SR345517	http://groovespark.com/#1/s/Bank+Holiday/4z3pU73src=5
29. Blur	Debt Collector	Parklife	SR345517	http://groovespark.com/#1/s/The+Debt+Collector/4z3pU73src=5
30. Blur	Fat Out	Parklife	SR345517	http://groovespark.com/#1/s/Fat+Out/4z3pU73src=5
31. Blur	To The End	Parklife	SR345517	http://groovespark.com/#1/s/To+The+End/4z3pU73src=5
32. Blur	London Loves	Parklife	SR345517	http://groovespark.com/#1/s/London+Loves/4z3pU73src=5
33. Blur	Trouble in the Message Centre	Parklife	SR345517	http://groovespark.com/#1/s/Trouble+In+The+Message+Centre/4z3pU73src=5
34. Blur	This Is A Low	Parklife	SR345517	http://groovespark.com/#1/s/This+Is+A+Low/4z3pU73src=5
35. Blur	Jubilee	Parklife	SR345517	http://groovespark.com/#1/s/Jubilee/4z3pU73src=5
36. Goldplay	Don't Panic	Parachutes	SR328762	http://groovespark.com/#1/s/Don't+Panic/4HSAV73src=5
37. Goldplay	Shiver	Parachutes	SR328762	http://groovespark.com/#1/s/Coldplay+Parachutes+02+Shiver/4GZQ73src=5
38. Goldplay	Spies	Parachutes	SR328762	http://groovespark.com/#1/s/Coldplay+Parachutes+03+Spies/4GZQ73src=5
39. Goldplay	Yellow	Parachutes	SR328762	http://groovespark.com/#1/s/Coldplay+Parachutes+04+Yellow/4GZQ73src=5
40. Goldplay	Politik	Rush Of Blood To The Head	SR322958	http://groovespark.com/#1/s/Politik/4VNDAT73src=5
41. Goldplay	In My Place	Rush Of Blood To The Head	SR322958	http://groovespark.com/#1/s/Coldplay+In+My+Place/4G3NvQ73src=5
42. Goldplay	The Scientist	Rush Of Blood To The Head	SR322958	http://groovespark.com/#1/s/Coldplay+The+Scientist+You+Tube/4UJK4B73src=5
43. Goldplay	Clocks	Rush Of Blood To The Head	SR322958	http://groovespark.com/#1/s/Coldplay+Clocks+You+Tube/4UJH73src=5
44. Goldplay	Warning Sign	Rush Of Blood To The Head	SR322958	http://groovespark.com/#1/s/Coldplay+Warning+Sign/4WV73src=5
45. Goldplay	Rush Of Blood To The Head	Rush Of Blood To The Head	SR322958	http://groovespark.com/#1/s/Coldplay+Rush+Of+Blood+To+The+Head/4VFEa73src=5
46. Goldplay	Violet Hill	single	SR652911	http://groovespark.com/#1/s/Violet+Hill/4HSAV73src=5
47. Goldplay	Viva La Vida	Viva La Vida Or Death And All His Friends	SR652909	http://groovespark.com/#1/s/Viva+La+Vida/4GKWBK73src=5
48. Goldplay	Lost!	Viva La Vida Or Death And All His Friends	SR652909	http://groovespark.com/#1/s/Lost/4F9F73src=5
49. Goldplay	Square One	X&Y	SR376828	http://groovespark.com/#1/s/Square+One/4YH0U73src=5
50. Goldplay	What If	X&Y	SR376828	http://groovespark.com/#1/s/What+If/4UJK4B73src=5
51. Goldplay	Fix You	X&Y	SR376828	http://groovespark.com/#1/s/Fix+You/4YH0U73src=5
52. Goldplay	X&Y	X&Y	SR376828	http://groovespark.com/#1/s/Coldplay+X+and+Y+05+X+and+Y/4HNRb73src=5
53. Goldplay	Talk	X&Y	SR376828	http://groovespark.com/#1/s/Talk/4ASM673src=5
54. Goldplay	A Message	X&Y	SR376828	http://groovespark.com/#1/s/Coldplay+X+and+Y+08+A+Message/4HNRb73src=5
55. Goldplay	The Hardest Part	X&Y	SR376828	http://groovespark.com/#1/s/Coldplay+X+and+Y+10+The+Hardest+Part/4HNRb73src=5
56. Goldplay	Swallowed By The Sea	X&Y	SR376828	http://groovespark.com/#1/s/Coldplay+X+and+Y+11+Swallowed+By+The+Sea/4HNRb73src=5

ARTIST	TRACK	ALBUM	SR	URL
57 Coldplay	Twisted Logic	X&Y	SR678828	http://grooveshark.com/s/Coldplay+X+and+Y+12+Twisted+Logic/4tHRWd?src=5
58 Darius Rucker	Come Back Song	Charleston, SC 1966	SR669904	http://grooveshark.com/s/Come+Back+Song/4ZTjgr?src=5
59 Darius Rucker	In A Big Way	Charleston, SC 1966	SR669902	http://grooveshark.com/s/In+a+Big+Way/4zib4?src=5
60 Darius Rucker	She's Beautiful	Charleston, SC 1966	SR669902	http://grooveshark.com/s/She+s+Beautiful/4zib56?src=5
61 Darius Rucker	I Don't Care (feat. Brad Paisley)	Charleston, SC 1966	SR669902	http://grooveshark.com/s/I+Don+t+Care+feat+Brad+Paisley/4ziA9?src=5
62 Darius Rucker	We All Fall Down	Charleston, SC 1966	SR669902	http://grooveshark.com/s/We+All+Fall+Down/4ziA8?src=5
63 Darius Rucker	Things I'd Never Do	Charleston, SC 1966	SR669902	http://grooveshark.com/s/Things+I+d+Never+Do/4ziAEM?src=5
64 Darius Rucker	The Craziest Thing	Charleston, SC 1966	SR669902	http://grooveshark.com/s/The+Craziest+Thing/4ziAuz?src=5
65 Darius Rucker	Love Will Do That	Charleston, SC 1966	SR669902	http://grooveshark.com/s/Love+Will+Do+That/4ziAkw?src=5
66 Darius Rucker	Southern State Of Mind	Charleston, SC 1966	SR669902	http://grooveshark.com/s/Southern+State+Of+Mind/4ziAe3?src=5
67 Darius Rucker	Whiskey And You	Charleston, SC 1966	SR669902	http://grooveshark.com/s/Whiskey+and+You/4ziA8D?src=5
68 Darius Rucker	Might Get Lucky	Charleston, SC 1966	SR669902	http://grooveshark.com/s/Might+Get+Lucky/4ziA1V?src=5
69 Darius Rucker	This	Charleston, SC 1966	SR669902	http://grooveshark.com/s/This/4zicQ?src=5
70 Darius Rucker	While I Still Got The Time	Learn To Live	SR651366	http://grooveshark.com/s/While+I+Still+Got+The+Time/4zi9a?src=5
71 Darius Rucker	It Won't Be Like This For Long	Learn To Live	SR651366	http://grooveshark.com/s/It+Won+t+Be+Like+This+For+Long/4zi9kb?src=5
72 Darius Rucker	History In The Making	Learn To Live	SR651366	http://grooveshark.com/s/History+In+The+Making/4zi94R?src=5
73 Darius Rucker	Don't Think I Don't Think About It	Learn To Live	SR651367	http://grooveshark.com/s/Don+t+Think+I+Don+t+Think+About+It/4zi8G?src=5
74 Darius Rucker	All I Want	Learn To Live	SR651366	http://grooveshark.com/s/All+I+Want/4zi8AB?src=5
75 Eric Church	Smoke A Little Smoke	Carolina	SR656836	http://grooveshark.com/s/Smoke+A+Little+Smoke/30Zhg?src=5
76 Eric Church	Love Your Love The Most	Carolina	SR656709	http://grooveshark.com/s/Love+Your+Love+The+Most/4CXm8?src=5
77 Eric Church	Carolina	Carolina	SR656711	http://grooveshark.com/s/Carolina/4zicGM?src=5
78 Eric Church	Lotta Boot Left To Fill	Carolina	SR656836	http://grooveshark.com/s/Lotta+Boot+Left+To+Fill/4zi240?src=5
79 Eric Church	Homeboy	Chief	SR681020	http://grooveshark.com/s/Homeboy/3Wj3Q?src=5
80 Eric Church	Drink In My Hand	Chief	SR681019	http://grooveshark.com/s/Drink+In+My+Hand/4zi2mh?src=5
81 Eric Church	Springsteen	Chief	SR681019	http://grooveshark.com/s/Springsteen/45iXKO?src=5
82 Eric Church	Jack Daniels	Chief	SR681019	http://grooveshark.com/s/Jack+Daniels/4iDXeV?src=5
83 Eric Church	Country Music Jesus	Chief	SR681019	http://grooveshark.com/s/Country+Music+Jesus/4AB39?src=5
84 Eric Church	Take Care	Coming On Strong	SR392021	http://grooveshark.com/s/Take+Care/4c0t5?src=5
85 The Beach Party	The Beach Party	Coming On Strong	SR392021	http://grooveshark.com/s/The+Beach+Party/2UjAeB?src=5
86 Hot Chip	Keep Fallin'	Coming On Strong	SR392021	http://grooveshark.com/s/Keep+Fallin'/5eddm?src=5
87 Hot Chip	Playboy	Coming On Strong	SR392021	http://grooveshark.com/s/Playboy/4yVde?src=5
88 Hot Chip	Crap Kraft Dinner	Coming On Strong	SR392021	http://grooveshark.com/s/Crap+Kraft+Dinner/4yQBU?src=5
89 Hot Chip	Down With Prince	Coming On Strong	SR392021	http://grooveshark.com/s/Down+With+Prince/3DBDPw?src=5
90 Hot Chip	Bad Luck	Coming On Strong	SR392021	http://grooveshark.com/s/Bad+Luck/2UjZQ?src=5
91 Hot Chip	You Ride, We Ride, In My Ride	Coming On Strong	SR392021	http://grooveshark.com/s/You+Ride+We+Ride+In+My+Ride/4yVb?src=5
92 Hot Chip	Shining Escalade	Coming On Strong	SR392021	http://grooveshark.com/s/Shining+Escalade/3b9d5?src=5
93 Hot Chip	Baby Said	Coming On Strong	SR392021	http://grooveshark.com/s/Baby+Said/3DBD?src=5
94 Hot Chip	One One One	Coming On Strong	SR392021	http://grooveshark.com/s/One+One+One/4K923?src=5
95 Hot Chip	A-B-C	Coming On Strong	SR662705	http://grooveshark.com/s/A+B+C/4iBKc?src=5
96 Hot Chip	Hitch Skittles	Coming On Strong	SR662705	http://grooveshark.com/s/Hitch+Skittles/4iBlb?src=5
97 Hot Chip	From Drummer To Drummer	Coming On Strong	SR662705	http://grooveshark.com/s/From+Drummer+To+Drummer/4iBlm?src=5
98 Hot Chip	Touch Too Much	Made In The Dark	SR642644	http://grooveshark.com/s/Touch+Too+Much/4zOR6?src=5
99 Hot Chip	Made In The Dark	Made In The Dark	SR642644	http://grooveshark.com/s/Made+In+The+Dark/4zORn?src=5
100 Hot Chip	Hold On	Made In The Dark	SR642644	http://grooveshark.com/s/Hold+On/4zOSa?src=5
101 Hot Chip	Wrestlers	Made In The Dark	SR642644	http://grooveshark.com/s/Wrestlers/4zOSn?src=5
102 Hot Chip	Don't Dance	Made In The Dark	SR642644	http://grooveshark.com/s/Don+t+Dance/4zOSO?src=5
103 Hot Chip	Careful	The Warning	SR618697	http://grooveshark.com/s/Careful/4yXN?src=5
104 Hot Chip	And I Was A Boy From School	The Warning	SR620090	http://grooveshark.com/s/And+I+Was+a+Boy+From+School/3heP?src=5
105 Hot Chip	Colours	The Warning	SR618697	http://grooveshark.com/s/Colours/4yXCD?src=5
106 Hot Chip	Over and Over	The Warning	SR618697	http://grooveshark.com/s/Over+And+Over/3hePm?src=5
107 Hot Chip	Just Like We Breakdown	The Warning	SR618697	http://grooveshark.com/s/Just+Like+We+Breakdown/4yXPC?src=5
108 Hot Chip	Tchapanian	The Warning	SR618697	http://grooveshark.com/s/Tchapanian/4yD3A?src=5
109 Hot Chip	Look After Me	The Warning	SR618697	http://grooveshark.com/s/Look+After+Me/4yV59?src=5
110 Hot Chip	The Warning	The Warning	SR618697	http://grooveshark.com/s/The+Warning/4c0Pz?src=5
111 Hot Chip	Arrest Yourself	The Warning	SR618697	http://grooveshark.com/s/Arrest+Yourself/4c0P?src=5
112 Hot Chip	So Glad To See You	The Warning	SR618697	http://grooveshark.com/s/So+Glad+To+See+You/3a14b?src=5

ARTIST	TRACK	ALBUM	SR	URL
113 Hot Chip	No Fit State	The Warning	SR618697	http://grooveshark.com/#1/No-Fit-State/4t0P13rc=5
114 Hot Chip	Out At The Pictures	Made In The Dark	SR642664	http://grooveshark.com/#1/Out-At-The-Pictures/IVSFR3rc=5
115 Hot Chip	Shake A Fist	Made In The Dark	SR642664	http://grooveshark.com/#1/Shake-A-Fist/4t0D0a7rc=5
116 Hot Chip	Thieves In The Night	One Life Stand	SR644550	http://grooveshark.com/#1/Thieves-In-The-Night/4t0D0a7rc=5
117 Hot Chip	Hand Me Down Your Love	One Life Stand	SR644550	http://grooveshark.com/#1/Hand-Me-Down-Your-Love/4t0A0i7rc=5
118 Hot Chip	I Feel Better	One Life Stand	SR644550	http://grooveshark.com/#1/I-Feel-Better/4t0A0AD7rc=5
119 Hot Chip	Slush	One Life Stand	SR644550	http://grooveshark.com/#1/Slush/4t0B5V3rc=5
120 Hot Chip	Alley Cats	One Life Stand	SR644550	http://grooveshark.com/#1/Alley-Cats/4t0B0e2rc=5
121 Hot Chip	We Have Love	One Life Stand	SR644550	http://grooveshark.com/#1/We-Have-Love/4t0B0e2rc=5
122 Hot Chip	Keep Quiet	One Life Stand	SR644550	http://grooveshark.com/#1/Keep-Quiet/4t0B0e2rc=5
123 Hot Chip	Take It In	One Life Stand	SR644550	http://grooveshark.com/#1/Take-It-In/4t0B0e2rc=5
124 Katy Perry	Waking Up In Vegas	One Of The Boys	SR638214	http://grooveshark.com/#1/Wake-Up-In-Vegas/3V1h8R3rc=5
125 Katy Perry	Hot 'N Cold	One Of The Boys	SR638214	http://grooveshark.com/#1/Hot-N-Cold/4t0B0e2rc=5
126 Katy Perry	One Of The Boys	One Of The Boys	SR638214	http://grooveshark.com/#1/One-Of-The-Boys/4t0A6B3rc=5
127 Katy Perry	Thinking of You	One Of The Boys	SR638214	http://grooveshark.com/#1/Thinking-Of-You/4t0A6B3rc=5
128 Katy Perry	I Kissed A Girl	single	SR638212	http://grooveshark.com/#1/I-Kissed-A-Girl/4t0A6B3rc=5
129 Katy Perry	Mannequin	One Of The Boys	SR638214	http://grooveshark.com/#1/Mannequin/4t0A6B3rc=5
130 Katy Perry	Ur So Gay	single	SR638213	http://grooveshark.com/#1/Ur-So-Gay/4t0A6B3rc=5
131 Katy Perry	If You Can Afford Me	One Of The Boys	SR638214	http://grooveshark.com/#1/If-You-Can-Afford-Me/4t0A6B3rc=5
132 Katy Perry	Fingerprints	One Of The Boys	SR638214	http://grooveshark.com/#1/Fingerprints/4t0A6B3rc=5
133 Katy Perry	I'm Still Breathing	One Of The Boys	SR638214	http://grooveshark.com/#1/I-m-Still-Breathing/4t0A6B3rc=5
134 Katy Perry	E.T. feat. Kanye West	single	SR631793	http://grooveshark.com/#1/E-T-Feat-Kanye-West/3t0P9B3rc=5
135 Katy Perry	Part Of Me	single	SR635742	http://grooveshark.com/#1/Part-Of-Me/3t0B0D3rc=5
136 Katy Perry	Teenage Dream	single	SR62267	http://grooveshark.com/#1/Teenage-Dream/3t0B0D3rc=5
137 Katy Perry	California Gurls	single	SR62264	http://grooveshark.com/#1/California-Gurls/2t0A6B3rc=5
138 Katy Perry	I Kissed A Girl	single	SR638212	http://grooveshark.com/#1/I-Kissed-A-Girl/4t0A6B3rc=5
139 Katy Perry	The One That Got Away	Teenage Dream	SR 662268	http://grooveshark.com/#1/The-One-That-Got-Away/4t0P5t3rc=5
140 Katy Perry	Firework	Teenage Dream	SR 662268	http://grooveshark.com/#1/Firework/4t0P5t3rc=5
141 Katy Perry	Peacock	Teenage Dream	SR 662268	http://grooveshark.com/#1/Peacock/4t0P5t3rc=5
142 Katy Perry	Last Friday Night (T.G.I.F.)	Teenage Dream	SR62268	http://grooveshark.com/#1/Last-Friday-Night/4t0B0e2rc=5
143 Katy Perry	Wide Awake	Teenage Dream: The Complete Confection	SR65553	http://grooveshark.com/#1/Wide-Awake/4t0B0e2rc=5
144 Lady Antebellum	Can't Take My Eyes Off You	Need You Now	SR 656386	http://grooveshark.com/#1/Cant-Take-My-Eyes-Off-You/4t0A6B3rc=5
145 Lady Antebellum	Need You Now	Need You Now	SR 644543	http://grooveshark.com/#1/Need-You-Now/4t0A6B3rc=5
146 Lady Antebellum	When You Got A Good Thing	Need You Now	SR 644543	http://grooveshark.com/#1/When-You-Got-A-Good-Thing/4t0A6B3rc=5
147 Lady Antebellum	Just A Kiss	Own The Night	SR 679267	http://grooveshark.com/#1/Just-A-Kiss/4t0P5t3rc=5
148 Lady Antebellum	American Honey	single	SR 644544	http://grooveshark.com/#1/American-Honey/4t0A6B3rc=5
149 LCD Soundsystem	Daft Punk Is Playing At My House	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Daft-Punk-Is-Playing-At-My-House/4t0P5t3rc=5
150 LCD Soundsystem	Too Much Love	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Too-Much-Love/4t0P5t3rc=5
151 LCD Soundsystem	Tribulations	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Tribulations/4t0P5t3rc=5
152 LCD Soundsystem	Movement	LCD Soundsystem	SR624754	http://grooveshark.com/#1/Movement/4t0P5t3rc=5
153 LCD Soundsystem	Never As Tired As When I'm Waking Up	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Never-As-Tired-As-When-I-m-Waking-Up/4t0P5t3rc=5
154 LCD Soundsystem	On Repeat	LCD Soundsystem	SR623688	http://grooveshark.com/#1/On-Repeat/4t0P5t3rc=5
155 LCD Soundsystem	Thrills	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Thrills/4t0P5t3rc=5
156 LCD Soundsystem	Great Release	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Great-Release/4t0P5t3rc=5
157 LCD Soundsystem	Yr City's A Sucker	LCD Soundsystem	SR623688	http://grooveshark.com/#1/Yr-City-s-A-Sucker/4t0P5t3rc=5
158 LCD Soundsystem	Get Inocuous!	Sound of Silver	SR640476	http://grooveshark.com/#1/Get-Inocuous!/4t0P5t3rc=5
159 LCD Soundsystem	Time to Get Away	Sound of Silver	SR640476	http://grooveshark.com/#1/Time-to-Get-Away/4t0P5t3rc=5
160 LCD Soundsystem	North American Scum	Sound of Silver	SR640476	http://grooveshark.com/#1/North-American-Scum/4t0P5t3rc=5
161 LCD Soundsystem	Someone Great	Sound of Silver	SR640476	http://grooveshark.com/#1/Someone-Great/4t0P5t3rc=5
162 LCD Soundsystem	Us v Them	Sound of Silver	SR640476	http://grooveshark.com/#1/Us-v-Them/4t0P5t3rc=5
163 LCD Soundsystem	All v Them	Sound of Silver	SR640476	http://grooveshark.com/#1/All-v-Them/4t0P5t3rc=5
164 LCD Soundsystem	Watch The Tapes	Sound of Silver	SR640476	http://grooveshark.com/#1/Watch-The-Tapes/4t0P5t3rc=5
165 LCD Soundsystem	Sound of Silver	Sound of Silver	SR640476	http://grooveshark.com/#1/Sound-Of-Silver/4t0P5t3rc=5
166 LCD Soundsystem	New York, I Love You But You're Bringing Me Down	Sound of Silver	SR640476	http://grooveshark.com/#1/New-York-I-Love-You-But-You-re-Bringing-Me-Down/4t0P5t3rc=5
167 LCD Soundsystem	Dance Yourself Clean	This Is Happening	SR669897	http://grooveshark.com/#1/Dance-Yourself-Clean/4t0P5t3rc=5
168 LCD Soundsystem	Drunk Girls	This Is Happening	SR669894	http://grooveshark.com/#1/Drunk-Girls/4t0P5t3rc=5

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169 LCD Soundsystem	One Touch	This is Happening	SR669897	http://grooveshark.com/#1/s/One+Touch/461km2?src=5
170 LCD Soundsystem	I'll Want	This is Happening	SR669894	http://grooveshark.com/#1/s/I'll+Want/4617m3?src=5
172 LCD Soundsystem	I Can Change	This is Happening	SR669897	http://grooveshark.com/#1/s/I+Can+Change/4614D7?src=5
173 LCD Soundsystem	Home	This is Happening	SR669897	http://grooveshark.com/#1/s/Home/4617U3?src=5
174 LCD Soundsystem	Pow Pow	This is Happening	SR669898	http://grooveshark.com/#1/s/Pow+Pow/4610x6?src=5
175 LCD Soundsystem	Somebody's Calling Me	This is Happening	SR669897	http://grooveshark.com/#1/s/Somebody's+Calling+Me/461Gm7?src=5
176 LCD Soundsystem	You Wanted A Hit	This is Happening	SR669897	http://grooveshark.com/#1/s/You+Wanted+A+Hit/461Rv7?src=5
177 Lily Allen	LDN	single	SR32060	http://grooveshark.com/s/dn/1k2?src=5
178 Lily Allen	Smile	single	SR32057	http://grooveshark.com/s/Smile/35jgF7?src=5
179 Lily Allen	Nan, You're A Window Shopper	single	SR32060	http://grooveshark.com/s/Nan+You're+A+Window+Shopper/46DK7?src=5
180 Lily Allen	Knock 'Em Out	single	SR32058	http://grooveshark.com/s/Knock+Em+Out/2D0m7?src=5
181 Lily Allen	Everything's Just Wonderful	Alright, Still	SR32058	http://grooveshark.com/#1/s/Everything's+Just+Wonderful/1WN5m7?src=5
182 Lily Allen	Not Big	Alright, Still	SR32058	http://grooveshark.com/#1/s/Not+Big/4610H7?src=5
183 Lily Allen	Friday Night	Alright, Still	SR32058	http://grooveshark.com/#1/s/Friday+Night/46P3P7?src=5
184 Lily Allen	Shame For You	Alright, Still	SR32058	http://grooveshark.com/#1/s/Shame+For+You/46Pw3?src=5
185 Lily Allen	Little Things	Alright, Still	SR32058	http://grooveshark.com/#1/s/Little+Things/46B9V7?src=5
186 Lily Allen	Take What You Take	Alright, Still	SR32058	http://grooveshark.com/#1/s/Take+What+You+Take/46QIZ7?src=5
187 Lily Allen	Friend of Mine	Alright, Still	SR32058	http://grooveshark.com/#1/s/Friend+Of+Mine/46P714?src=5
188 Lily Allen	Alfie	Alright, Still	SR32058	http://grooveshark.com/#1/s/Alfie/46Y07?src=5
189 Luke Bryan	Someone Else Calling You Baby	Don't My Thing	SR643593	http://grooveshark.com/s/Someone+Else+Calling+You+Baby/46L7?src=5
190 Luke Bryan	Apologize	Don't My Thing	SR643593	http://grooveshark.com/s/Apoloize/46bUw7?src=5
191 Luke Bryan	We Rode In Trucks	I'll Stay Me	SR 612032	http://grooveshark.com/s/We+Rode+In+Trucks/46M6?src=5
192 Luke Bryan	All My Friends Say	single	SR 612029	http://grooveshark.com/s/All+My+Friends+Say/3618h7?src=5
193 Luke Bryan	Country Girl (Shake It For Me)	single	SR61897	http://grooveshark.com/s/Country+Girl+Shake+It+For+Me/46mKv7?src=5
194 Luke Bryan	I Don't Want This Night To End	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/I+Don't+Want+This+Night+To+End/461Z4C7?src=5
195 Luke Bryan	Drunk On You	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/Drunk+On+You/4610Me7?src=5
196 Luke Bryan	You Don't Know Jack	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/You+Don't+Know+Jack/46bR2m7?src=5
197 Luke Bryan	Harvest Time	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/Harvest+Time/46bQ8B7?src=5
198 Luke Bryan	Tailgate Blues	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/Tailgate+Blues/46bPG7?src=5
199 Luke Bryan	Kiss Tomorrow Goodbye	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/Kiss+Tomorrow+Goodbye/46bP87?src=5
200 Luke Bryan	I Knew You That Way	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/I+Knew+You+That+Way/46bPY7?src=5
201 Luke Bryan	Faded Away	Tailgates & Tanlines	SR661898	http://grooveshark.com/s/Faded+Away/46bOJ7?src=5
202 Spice Girls	Wannabe	Spice	SR201276	http://grooveshark.com/s/Wannabe/2WENr7?src=5
203 Spice Girls	Say You'll Be There	Spice	SR201276	http://grooveshark.com/s/Say+You'll+Be+There/461vhl7?src=5
204 Spice Girls	2 Become 1	Spice	SR201276	http://grooveshark.com/#1/s/2-Become+1/46Tf827?src=5
205 Spice Girls	Love Thing	Spice	SR201276	http://grooveshark.com/#1/s/Love+Thing/46PTc47?src=5
206 Spice Girls	Last Time Lover	Spice	SR201276	http://grooveshark.com/#1/s/Last+Time+Lover/46SOBU7?src=5
207 Spice Girls	Mama	Spice	SR201276	http://grooveshark.com/s/Mama/46TU3?src=5
208 Spice Girls	Who Do You Think You Are	Spice	SR201276	http://grooveshark.com/#1/s/Who+Do+You+Think+You+Are/46UP7?src=5
209 Spice Girls	Something Kinda Funny	Spice	SR201276	http://grooveshark.com/#1/s/Something+Kinda+Funny/46R2v7?src=5
210 Spice Girls	Naked	Spice	SR201276	http://grooveshark.com/#1/s/Naked/46R257?src=5
211 Spice Girls	If U Can't Dance	Spice	SR201276	http://grooveshark.com/#1/s/If+U+Can't+Dance/46C1p17?src=5
212 Spice Girls	Viva Forever	Spice	SR261523	http://grooveshark.com/s/Viva+Forever/46T9aa7?src=5
213 Spice Girls	Spice Up Your Life	Spiceworld	SR261523	http://grooveshark.com/s/Spice+Up+Your+Life/46bhor7?src=5
214 Spice Girls	Stop	Spiceworld	SR261523	http://grooveshark.com/#1/s/Stop/46PRum7?src=5
215 Spice Girls	Too Much	Spiceworld	SR261523	http://grooveshark.com/#1/s/Too+Much/46PR147?src=5
216 Spice Girls	Goodby My Friend	Spiceworld	SR261523	http://grooveshark.com/#1/s/Goodbye+My+Friend/46A7bodd7?src=5
217 Spice Girls	Never Give Up On The Good Times	Spiceworld	SR261523	http://grooveshark.com/#1/s/Never+Give+Up+On+The+Good+Times/46Hvdt7?src=5
218 Spice Girls	Step To Me	Spiceworld	SR261523	http://grooveshark.com/#1/s/Step+To+Me/36Q2OX7?src=5
219 Spice Girls	Denying	Spiceworld	SR261523	http://grooveshark.com/#1/s/Denying/46PRH7?src=5
220 The Kooks	Seaside	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Seaside/46SD087?src=5
221 The Kooks	Sofa Song	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Sofa+Song/46XINU7?src=5
222 The Kooks	Cob La	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Cob+La/46HDS7?src=5
223 The Kooks	Matchbox	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Matchbox/46XWn7?src=5
224 The Kooks	Naive	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Naive/46KVU7?src=5
225 The Kooks	I Want You	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/I+Want+You/46Y0b7?src=5

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226 The Kooks	If Only	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/If+Only/4vXUHTsrc=5
227 The Kooks	Time Awaits	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Time+Awaits/4vXkbb7src=5
228 The Kooks	You Don't Love Me	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/You+Don't+Love+Me/4zbBgB7src=5
229 The Kooks	Eddie's Gun	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Eddie's+Gun/4zbBnU7src=5
230 The Kooks	Got No Love	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Got+No+Love/4zBENX7src=5
231 The Kooks	Jackie Big Tits	Inside In/Inside Out	SR613055	http://grooveshark.com/#1/s/Jackie+Big+Tits/4zbDwB7src=5
232 The Kooks	How'd You Like That	Junk of the Heart	SR686156	http://grooveshark.com/#1/s/How+D+You+Like+That/4vug007src=5
233 The Kooks	Runaway	Junk of the Heart	SR686156	http://grooveshark.com/#1/s/Runaway/4vYtOP7src=5
234 The Kooks	is it Me	Junk of the Heart	SR686156	http://grooveshark.com/#1/s/is+it+Me/4vugAX7src=5
235 The Kooks	Killing Me	Junk of the Heart	SR686156	http://grooveshark.com/#1/s/Killing+Me/4vugGL7src=5
236 The Kooks	Petulia	Junk of the Heart	SR686156	http://grooveshark.com/#1/s/Petulia/4vugNL7src=5
237 The Kooks	Mr. Nice Guy	Junk of the Heart	SR686156	http://grooveshark.com/#1/s/Mr+Nice+Guy/4vuhfn7src=5
238 The Kooks	Junk of the Heart (Happy)	single	SR686507	http://grooveshark.com/#1/s/Junk+of+the+Heart+Happy/4ddDf7src=5
239 Tristan Prettyman	Song For The Rich	Hello..X	SR656397	http://grooveshark.com/s/Song+For+The+Rich/4BM6T7src=5
240 Tristan Prettyman	California Girl	Hello..X	SR656397	http://grooveshark.com/s/California+Girl/4BM7447src=5
241 Tristan Prettyman	You Got Me	Hello..X	SR656397	http://grooveshark.com/s/You+Got+Me/4EMwOC7src=5
242 Tristan Prettyman	Love Love Love	single	SR377595	http://grooveshark.com/s/Love+Love+Love/4eFAL7src=5
243 Tristan Prettyman	Madly	single	SR656400	http://grooveshark.com/s/Madly/4HHMT7src=5
244 Tristan Prettyman	Always Feel This Way	Twentythree	SR377594	http://grooveshark.com/s/Always+Feel+This+Way/4BM6EP7src=5
245 Tristan Prettyman	Breathie	Twentythree	SR377594	http://grooveshark.com/s/Breathie/4BM6GF7src=5
246 Tristan Prettyman	Electric	Twentythree	SR377594	http://grooveshark.com/s/Electric/4BM6IE7src=5
247 Tristan Prettyman	Melting	Twentythree	SR377594	http://grooveshark.com/s/Melting/4BM6XG7src=5
248 Tristan Prettyman	Shy That Way	Twentythree	SR377594	http://grooveshark.com/s/Shy+That+Way/4DAEG7src=5
249 Tristan Prettyman	Simple As It Should Be	Twentythree	SR377594	http://grooveshark.com/s/Simple+As+It+Should+Be/4BM70I7src=5